

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.

Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	2-25-14	Requested Meeting Date:	3-3-14
		Confirmed Meeting Date:	
Received by:			
Contact Information: Please provide all requested information in the fields below. (Print or Type)			
On Behalf of Organization or Individual:		Planning and Engineering Department	
Name:	Travis Underhill	Telephone:	736-3631
Title or Position:	City Engineer		
E-Mail:	tunderhill@franklin.in.gov		
Address:	70 E. Monroe Street		
City:	Franklin	State:	IN
		ZIP:	46131
Who will attend the meeting and present the request?			
Name:	Travis Underhill	Telephone:	736-3631
Title or Position:	City Engineer		
E-Mail:	tunderhill@franklin.in.gov		
Please describe the purpose or title of your presentation.			
Bartram Parkway Full Depth Reclamation Research Contract			
Supporting documents: All supporting documents should be submitted with the request form.			
1. Contract			
2.			
3.			
4.			



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John C. Zarzecki, CET, CDT, NDE

February 3, 2014

Mr. Travis J. Underhill, PE
City Engineer
City of Franklin
70 E. Monroe Street
Franklin, Indiana 46131

RE: Proposal for Mix Design
Bartram Parkway
Franklin, Indiana
SME Proposal No. P00189.14

Via e-mail: tunderhill@franklin.in.gov (pdf file)

Dear Mr. Underhill:

We appreciate the opportunity to provide you with this proposal for a mix design for the Full Depth Reclamation (FDR) of an approximately one-quarter mile portion of Bartram Parkway. The purpose will be to identify existing pavement and subgrade conditions, evaluate the suitability of FDR, and, prepare recommendations for the FDR process including treatment depths and optimized use of admixtures. Our services will be provided in phases and work will stop after sampling and initial evaluation if existing conditions are judged to not be suitable for FDR.

SCOPE OF SERVICES

Six sample locations will be selected within the existing pavement. We will mark the sampling location with white paint and Indiana 811 will be contacted to locate buried utilities at the test locations.

At each of the test locations, the pavement will be cored, existing base material will be sampled in its entirety, and the subgrade will be sampled to a depth of approximately 20 inches below the pavement surface. The sample holes will be backfilled with soil cuttings and the pavement will be patched using bagged ready mix concrete and cold-mix asphalt. The asphalt, base, and subgrade will be delivered to our laboratory.

Subgrade samples will be classified and tested for their water content to help evaluate soil consistency, strength, and compressibility.

OFFICES
Indiana
Michigan
Ohio

consultants in the geosciences, materials, and the environment

Additional tests may include Atterberg limits, particle size distribution, and soluble sulfate content in general accordance with ASTM D422, D2216, and TEXDOT TEX-145-E respectively. Intact asphalt cores will be measured for thickness in general accordance with ASTM D3549. Base samples will be visually classified.

The field and preliminary laboratory test results will be interpreted. We will discuss rehabilitation options with the project team prior to completing any additional testing. The anticipated performance of the applicable rehabilitation options will be compared based on the existing pavement materials and overall project costs. We will also discuss the need for subgrade and drainage improvement for the rehabilitated pavement.

If FDR is a viable option, mix design testing will be completed. The pavement cores will be crushed to a gradation that is typically achieved in the field using a reclaimer/stabilizer, and combined. A mix would be prepared to represent the conditions encountered within the project area based on the selected rehabilitation option and pre-pulverization depth.

A standard or modified Proctor test, depending on which rehabilitation option is selected, will then be completed on the blended material in general accordance with ASTM standards. Samples will be prepared using bituminous stabilizers with Portland cement or a chemical admixture only at varying application rates. Strength testing will then be completed on the samples and the test results will be used to determine the appropriate admixture and application rate to be used during construction.

A report will be prepared presenting the tests results and recommendations for rehabilitation of the pavements.

PROFESSIONAL FEES

The fee for sampling and initial condition evaluation will be \$4,500. Our fee for the full mix design will be \$5,500, for a total project fee of \$10,000. The total fee does not include the cost for traffic control beyond signs and cones. Additional traffic control would be provided for an added fee, if required, or the City may opt to provide traffic control and avoid the additional fee.

Testing services during construction are not included in the fee presented in the previous paragraph. Construction related services are available upon request and will be provided as an addendum to this proposal.



GENERAL CONDITIONS

The enclosed General Notes and General Conditions are a part of this proposal and any ensuing contract. These general conditions cannot be excluded from the contract terms by the issuance of a purchase order or client contract form. Our acceptance of the client's contract form, regardless of its format, does not constitute a waiver of these general conditions except as specifically stated in writing. The client has the option to negotiate any of our general conditions prior to accepting this proposal.

ACCEPTANCE

To authorize these services, please sign and return one copy of this proposal. If you have any questions concerning the scope of services, please call.

Very truly yours,

SOIL AND MATERIALS ENGINEERS, INC.



Michael S. Meddock, PE
Vice President



Anthony L. Jarem, PE (Ohio)
Vice President

Attachments: General Notes (1/04)
General Conditions (1/09)



GENERAL NOTES

1. SME representatives may provide observation and field-testing. The scope of services does not include job or site safety, supervision, or direction of the actual work of the contractor. The presence of SME on the job site should not be construed to relieve the contractor in any way of his obligations and responsibilities under the construction contract.
2. SME General Conditions govern all the work performed.
3. The Owner grants right of entry from time to time to SME, its agents, staff, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies, and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that he possesses all necessary permits and licenses required for activities at the site. While SME will take reasonable precautions to reduce the likelihood of damage to the property, it is understood by Client and Owner that some damage may occur in the normal course of our work. The fee for correction of this damage is not part of this agreement unless specifically noted.
4. While working SME will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client and Owner agree to hold SME harmless for any damages to subterranean structures, which are not called to SME's attention and/or not correctly shown on the plans furnished.
5. The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates. The client will furnish SME with a diagram indicating the location of the site. Boring and test locations may also be indicated on the diagram. SME reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked by the client in writing at the time the diagram is supplied. SME reserves the right to modify this contract if conditions preventing drilling at the specified locations are encountered which were not made known to SME prior to the date of this contract.
6. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by SME and that the data, interpretations and recommendations of SME are based solely on the information available to SME. SME will not be responsible for the data, interpretation and recommendations by others of the information developed.
7. Generally, test samples or specimens are consumed or substantially altered during the conduct of tests and SME, at our sole discretion, will dispose of these samples or specimens upon completion of tests, subject to the following:

Non-Hazardous Samples: At Client's written request, we will maintain preservable test samples and specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, we will retain test specimens or samples for a mutually acceptable storage charge and period of time. Client agrees that it will not hold us responsible or liable for any loss of test specimens or samples retained in storage.

Hazardous or Potentially Hazardous Samples: In the event samples contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state or local statutes, regulations, or ordinances, we will, after completion of testing and at Client's expense, (i) return such samples to Client, or (ii) using a manifest signed by Client as generator, we will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples. Client recognizes and agrees that we are acting as a bailee and at no time assume title of said waste.

8. All laboratory and field equipment contaminated in performing our services and which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment, which cannot reasonably be decontaminated.

GENERAL NOTES (Continued)

9. Client agrees to advise us upon execution of this Agreement of any hazardous substances including subsurface contaminants and biological pollutants (mold, spores, bacteria, fungi and other byproducts of biological organisms), environmental violations, or any condition existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it becomes available to the attention of Client in the future. By virtue of entering into this Agreement or of providing services hereunder, we do not assume control of or responsibility for reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to health, safety, or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

10. It is possible this assessment may fail to reveal the presence of contaminants (including subsurface contaminants, hazardous materials and biological pollutants [mold, spores, bacteria, fungi and other byproducts of biological organisms] and all other types of environmental contamination collectively referred to as "Contaminants") at sites where contaminants are assumed, or expected to exist or contaminants are inaccessible or unobservable. Client understands that SME's failure to discover contaminants does not guarantee that contaminants do not exist at the site. Similarly, a site which in fact is unaffected by contaminants at the time of SME's study, may later, due to natural phenomena or human intervention, become contaminated. Client agrees that it would be unfair to hold SME liable for failing to discover contaminants whose exact location is impossible to foretell due to the site or building conditions, or for failing to discover contaminants, which, in fact, did not exist at specific sampling locations at the time such samples were taken. Accordingly, Client waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claims or liability for injury or loss arising from SME's failure to detect the presence of contaminants through techniques commonly employed for the purpose, except to the extent caused by SME's sole negligence.

11. If during the performance of services, unforeseen hazardous substances or constituents, biological pollutants or other unforeseen conditions or occurrences are encountered which, in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will notify Client thereof. Subsequent to the notification, SME may: if practicable, in our sole judgment, complete the original scope of services in accordance with the procedures originally intended in the proposal; agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or terminate the services effective on the date specified by SME in writing.

SME GENERAL CONDITIONS

1. In this Agreement, the party agreeing to have the services performed is the "Client." The Client's client shall be referred to as the "Owner." Unless expressly stated otherwise, Soil and Materials Engineers, Inc., its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME."
2. SME will submit invoices to Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the Client and is due 30 days from date of the invoice. Client agrees to pay a service charge of 1-1/2% for invoices over 60 days old.
3. All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants Client and Owner a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to Client, Owner or third parties for unauthorized use of it's instruments of services.
4. SME will retain pertinent records relating to the services performed for Client for a period of time consistent with SME's File Management Plan, a copy of which will be provided to Client upon request. During that period, the records will be made available to the Client at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.
5. **SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
6. Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the project for more than 3 months. In the event of termination, Client will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
7. If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses.
8. If Client gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, Client agrees to accept the proposal, including these General Conditions, as the Agreement governing SME's services and the relationship between the parties. Such acceptance based on other-than-written authorization is effective except for those provisions that Client objects to in writing within 7 days following the other-than-written authorization.
9. SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide Client with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of Client, its agents, staff, and other consultants employed by Client.
10. For any claim resulting from Consultants professional services: To the fullest extent permitted by law, Consultant shall indemnify, and hold harmless the **City of Franklin** and their employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, reasonable attorneys' fees and costs, and consultants' fees and costs) ("Claims") to the extent caused by the negligent Services provided under this Agreement by the Consultant or its agents. These indemnity and obligations shall apply to any negligent acts or omissions, or willful misconduct of the Consultant, its employees or agents, whether active or passive. The Consultants indemnification and obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.
11. Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of Client's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.
12. If SME provides services at the request of Client, in addition to those described in the scope of work contained in SME's proposal, Client agrees that these general conditions including the general notes on the fee schedules shall apply to all such additional services.
13. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and SME will survive the completion of the services and the termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party. This Agreement includes SME's Fee Schedule(s), and any notes thereon, these General Conditions and other documents incorporated herein. This Agreement constitutes the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on Client's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

PROPOSAL ACCEPTED BY:		BILLING ADDRESS	
_____ Signature	_____ Date	_____ Street	
_____ Printed Name	_____ Title	_____ City / State	
_____ Company		_____ Zip Code	